

**RETAINER CONTRACT NOS. 4400004164 (LEAD NO.)  
RETAINER CONTRACTS FOR RIGHT OF WAY ACQUISITION SERVICES FOR  
PROJECTS STATEWIDE**

**QUESTIONS AND ANSWERS**

- Q1** **A** The Scope of Services requires the Consultant to “testify in legal proceedings on behalf of DOTD.” Will the Consultant be separately compensated for providing such expert witness services?
- B** The Scope of Services also requires the acquisition agent to “provide a project field office if directed by DOTD.” If directed by DOTD to open a project field office, will the acquisition agent be separately compensated for its expense?
- C** The Scope of Services in Exhibit A includes several activities unrelated to Acquisition Services. For example, it requires the consultant to prepare an “appraisal plan.” Is this intended to be included as part of the scope of services in this contract?
- A1** The Scope of Services in the ad consists of two components. The first component is the: I. PROJECT MANAGEMENT AND ADMINISTRATION SERVICES. This narrative is common to all of our advertisements for right of way services. The items are intended to be somewhat general in nature at a high level for typical full project management and administrative activities. The second component of the scope of services is specific to the specialty within right of way services, in this case acquisition, XII. ACQUISITION SERVICES. It is not expected, with this contract, limited to acquisition, that there would be a need for a field office or an appraisal plan. Expert witness services are paid on an as needed basis.
- Q2** The RFQ state “the maximum limiting compensation for each retainer contract is \$108,000.” Does this mean that the maximum fee that can be earned on this contract is \$108,000 over the two year period of the contract? For example, if DOTD pays \$3,600 per acquisition, does this mean a Consultant can only be granted thirty acquisitions in the two year period of the contract?
- A2** Yes, the maximum fee that can be earned under this contract is \$108,000 over the two year period of the contract. Acquisition fees vary based on whether the acquisition is amicable or expropriated. If the dollar value of this contract is exhausted before the expiration of the time of the contract, the consultant can apply for a new acquisition contract when we advertise for that specialty, even though two years may not have passed.
- Q3** SF 23-116 Box 6 – Address from which work will be performed. Our company maintains four offices statewide. Should we identify all four offices where work might be performed?
- A3** Yes. Please list all four addresses. If there is any difficulty with getting that much information in the space provided, please attach a list as part of your application.

**Q4** SF 23-116 Box 9a & 9b – For purposes of the percentage of work to be performed by Consultant and Sub-Consultant, Boxes 9a and 9b of the 23-116, how is the Consultant to know what portion of the assignment will be handled by a Sub-Consultant unless the Consultant knows the number of parcels and their location? Please provide further explanation.

**A4** Because the retainer contract allows work on multiple projects, it is impossible to have any details available about the parcels. A reasonable effort should be made to determine percentages based on what you know about your staff. From the relatively small dollar value of this contract, it might be reasonable to expect that the work under this contract would be modest and not a large project.

**Q5** SF 23-116 Box 10 – Do Sub-Consultants need to provide their own staffing diagram?

**A5** The staffing charts can be combined or shown separately as long as all key personnel are appropriately identified with their work elements, duties, and immediate supervisors.